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New Hyde Park, Village Of And Csea
(Public Works Unit)



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NYS PUBLIC EMPLOYMENT
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EXECUTIVE DIRECTOR

A G R E E M E N T

between

INCORPORATED VILLAGE OF NEW HYDE PARK

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

for the period

JUNE 1ST, 1994

thru

MAY 31ST, 1998

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AGREEMENT

Agreement made by and between the Incorporated Village of New Hyde Park, ("Village"), and the Civil Service Employees Association, Inc., ("CSEA").

ARTICLE 1

RECOGNITION

a] The Village, pursuant to the certification of the Public Employment Relations Board, recognizes the CSEA as the exclusive representative for collective bargaining negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in Highway, Sanitation, Mechanical and Building Service positions and similar positions hereafter created.

b] The terms "employee" or "employees" as used in this agreement shall mean only employees serving in the aforementioned positions and shall exclude part time and temporary or seasonal employees.

ARTICLE 2

DEFINITIONS

a] Temporary employee is defined as one who is engaged for a specific project or a limited time period with the definite understanding that his employment is to terminate upon completion of the project or at the end of the time period, but in any case not to exceed one (1) year.

b] Part time employee is defined as an employee who is scheduled to work less than five (5) full tours in each payroll week.

c] A "Payroll Week" is the period from Sunday through the following Saturday, both inclusive.

d] A "Scheduled Day" for any employee is a day within a payroll week for which a tour is scheduled for that employee. Sunday shall in no event be regarded as a scheduled day.

e] A "Tour" for any employee is a period of hours beginning at a specified time and ending at a specified time, and the number of hours therein shall include the number of the employee's daily work hours plus any unpaid meal period.

f] "Loss of Time" shall mean a break in the continuous Village service of an employee.

g] "Seniority" shall be defined as years of continuous full time permanent service in Village service. Continuous service will include leaves while in pay status, workmen's compensation leave and other authorized leaves of absence.

ARTICLE 3

STATEMENT OF POLICY AND PURPOSE

a] It is the policy of the Village to continue harmonious and cooperative relationships with it's employees and to insure the orderly and uninterrupted operations of Village government.

b] The Village and the CSEA now desire to enter into an agreement reached through collective bargaining negotiations which will have for its purpose, among others, the following:

1- To recognize the legitimate interests of the employees of the Village to participate through collective bargaining negotiations in the determination of the terms and conditions of their employment.

2 - To promote fair and reasonable working conditions.

3 - To promote individual efficiency and service to the citizens of the Village.

4 - To avoid interruptions or interference with the efficient operation of Village business.

5 - To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 4

DURATION

a] The term of this Agreement shall be from June 1, 1994 through May 31, 1998, inclusive, unless otherwise extended and continued in accordance with the provisions of this article.

b] Either the Village or the CSEA may fully terminate this Agreement at 11:59 p.m., prevailing time, on May 31, in the year 1998, or in any subsequent year to which this Agreement may be extended by written agreement of the parties or pursuant to the provisions of the following paragraph by giving written notice to the other of its intention to terminate same at least sixty (60) days prior

to such appropriate expiration date.

c] In the event neither party shall give the required notice of termination to the other party, as provided for in the preceding paragraph, then this agreement, as constituted on the date of expiration, shall be deemed renewed and extended, and shall continue in full force and effect for successive periods of one (1) calendar year until so terminated in the manner provided, or otherwise by written agreement of the parties.

ARTICLE 5

COLLECTIVE BARGAINING

a] All collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment shall be conducted by the duly authorized representatives of the CSEA and the duly authorized representatives of the Village. The collective bargaining committees for the CSEA and for the Village shall not exceed three (3) members each.

b] Meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties.

ARTICLE 6

MANAGEMENT RIGHTS

a] It is agreed by the parties that the management and control of the various Village Departments and properties are the sole responsibility of the Village.

b] Accordingly, except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village are retained by it, including, but not limited to, the right to determine the missions, purposes, objectives and policies of the Village, to determine the facilities, methods, means and number of personnel required for conduct of Village programs; to administer the hiring process, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to Village procedures; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law and the needs of the Village; to make reasonable and binding work rules which shall not be inconsistent with the Agreement; to contract out for goods and services and to discharge or discipline employees in

accordance with the law and the provisions of this Agreement. The Village in no event will contract for goods and services to effect a displacement of the existing work force.

ARTICLE 7

NO STRIKES

It is agreed that the need for a continued and uninterrupted operation of the various Village Departments is essential to protect the health, welfare, safety and general well being of the residents of the Village and that there should be no interference with such operation.

It is further agreed that adequate procedures have been provided for by law and this Agreement for the fair and equitable settlement of all grievances and disputes.

It is also further agreed that the Village and the CSEA will comply with all provisions of the Taylor Law, as amended.

Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the Village or the rights, remedies or duties of the CSEA under State Law.

ARTICLE 8

PROBATIONARY EMPLOYEES

a] Defined. A probationary employee is one who has less than six (6) continuous months of service with the Village.

b] A probationary employee who completes six (6) continuous months of satisfactory Village service shall automatically become a regular employee.

c] Probationary employees shall have all the rights, privileges and benefits that all other members of the bargaining unit have under this Agreement, except that probationary employees shall be subject to immediate discharge, lay off, suspension, demotion or other disciplinary action without benefit of the procedures set forth in Articles 9 and 10, and except that such employees shall not earn, accumulate nor be entitled to sick leave, personal leave or bereavement leave, nor shall they be enrolled in any of the New York State Health Insurance programs, or in any Dental and/or Optical Plan administered by the Village at Village expense, during the tenure of their probationary status.

d] On or after the first day of attaining regular employee status, the new regular employee shall be entitled to all benefits under this agreement provided to regular employees, including those set forth in Articles 9 and 10 herein, and shall be entitled to earn and accumulate vacation time, sick leave, personal leave and other benefits of a similar nature provided for herein to regular employees, and to exercise such benefits as and when accumulated in accordance with this agreement.

ARTICLE 9

SUSPENSION, DISCHARGE AND DEMOTION

a] Effective June 1, 1983, the following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein, except as otherwise provided, in lieu of the procedure specified in the Civil Service Law, Section 75 and 76.

b] The Village retains the right to discharge, suspend or demote any employee for cause.

DISCIPLINARY PROCEDURE

c] Where the Village or its delegates seeks the imposition of a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such discipline shall be made in writing and served upon the employee and a CSEA representative. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct, including reference to dates, times and places.

d] Where the Village seeks to discharge an employee, the employee shall first be suspended for ten (10) days. The CSEA shall be notified in writing of all such suspensions.

e] Where the Village takes any disciplinary action under this article, such action must be commenced within thirty (30) days after the Village has knowledge of the acts, conduct or omissions of the employee upon which the disciplinary action is based.

f] The employee has the right to object to the discipline imposed by filing a grievance within ten (10) days of service of the notice of discipline.

g] The grievance procedure governed by Article 10 provides for a review of the Village's disciplinary action.

REINSTATEMENT

h) If it is determined in the grievance procedure that the employee shall be reinstated, the Village agrees to reinstate the employee and reimburse him as follows:

1 - In a discharge and suspension case the employee shall receive his regular rate of pay for the time lost, (including pay lost during the ten (10) day suspension period), less any amount received from the Village and unemployment insurance compensation received or receivable, and any amount paid to or receivable by the employee as wages in other employment for the period of the suspension and/or discharge.

2 - In a demotion, the employee shall be made whole for the difference in basic weekly wage rates for the period of demotion including any applicable differentials.

ARTICLE 10

GRIEVANCE PROCEDURE

DECLARATION OF PURPOSE

a) It is the purpose of this procedure to provide, at the lowest possible administrative level, equitable solutions to alleged grievances of members of the bargaining unit.

DEFINITIONS

b - 1] A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provisions of this Agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute, shall not be considered contract grievances. A contract grievance does include matters involving the imposition of discipline by the Village pursuant to Article 9 of this Agreement.

b - 2] Aggrieved party shall be any person or group of persons in the bargaining unit presenting a grievance or any group of persons having identical grievances except that the CSEA can be the aggrieved party in situations in which only the CSEA alleges a grievance and the rights of individuals are not involved.

c] Every employee who has the right to bring a grievance hereunder has the right to be represented by a representative of his own choice.

d] Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the grievance procedure. The time limits specified in this Article may be extended by mutual consent of the parties.

e] Grievances will be initiated at the first available stage within thirty (30) working days after the aggrieved party actually knows of the act, omission or condition on which the grievance is based.

STAGES OF THE GRIEVANCE PROCEDURE

STAGE 1A

SUPERINTENDENT - INFORMAL

An employee having a grievance shall bring such to the attention of his CSEA Representative. The CSEA Representative shall in turn arrange a meeting with the Superintendent of Public Works. The employee, CSEA Representative and the Superintendent shall discuss the grievance with the objective of resolving or adjusting the grievance informally.

STAGE 1B

SUPERINTENDENT - FORMAL/WRITTEN DECISION

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent by the CSEA Representative within five (5) working days. Each grievance, from Stage 1B through Stage 4, shall contain a short plain statement of the grievance and each contract grievance shall specify the provision of the agreement claimed to have been violated.

Within five (5) working days after the written grievance is presented to him, the Superintendent shall schedule a meeting with the employee, grievance committee and CSEA Representative for the purpose of resolving the grievance, and he shall render a decision, in writing, within two (2) working days after the aforesaid meeting. The written decision shall be presented to the aggrieved party and the CSEA Representative.

STAGE 2A

MAYOR - WRITTEN DECISION

If any aggrieved party is not satisfied with the written

decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the employee or the CSEA Representative shall, within five (5) working days, file a written appeal of the Stage 1 decision with the Mayor. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Mayor shall render a decision in writing to the aggrieved party and the CSEA Representative, or the Mayor may elect to proceed under Stage 2B in lieu of the Stage 2A procedure.

STAGE 2B HEARING

If the Mayor, in his sole discretion, determines that a hearing is appropriate, he shall appoint and direct a Hearing Officer to conduct a hearing within five (5) working days after receipt of the Stage 1 appeal. The Mayor shall set a date for the hearing and notify the aggrieved party and the CSEA Representative and the hearing will be commenced within ten (10) working days after receipt of the appeal by the Mayor. The Hearing Officer shall prepare a recommended decision for the Mayor's approval. The Mayor's decision, which shall not be governed by the Hearing Officer's recommendation, shall be rendered and presented in writing, to the aggrieved party and the CSEA Representative within five (5) working days after the conclusion of the hearing.

STAGE 3 ARBITRATION

1] If the aggrieved party or the CSEA is not satisfied with the Stage 2 decision, either may submit the grievance to arbitration by written notice to the Mayor within ten (10) working days of the decision at Stage 2.

2] Within five (5) working days after such written notice of submission to arbitration, the Mayor and the CSEA will call upon the Public Employee Relations Board or the American Arbitrators Association to furnish an arbitrator.

3] At least ten (10) days prior to the arbitration hearing, the Village and the CSEA shall meet to frame the issues to be presented to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

4] The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.

The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and

interpretation of the Agreement. The decision of the arbitrator shall be binding only with respect to grievances involving interpretation of the contract.

5] All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 11

HOLIDAYS

a] The following holidays will be observed by all employees eligible to observe holidays, unless otherwise specified by mutual agreement between the parties. Holidays, except New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, may be exchanged for a floating holiday with the concurrence of the Superintendent of Public Works.

1 - New Year's Day	- January
2 - Dr. Martin Luther King Jr. Day	- January
3 - Presidents Day	- February
4 - Memorial Day	- May
5 - Independence Day	- July
6 - Labor Day	- September
7 - Columbus Day	- October
8 - Election Day	- November
9 - Veterans Day	- November
10 - Thanksgiving Day	- November
11 - Christmas Day	- December

b] If a holiday falls on a Sunday, the following Monday shall be designated as the holiday.

c] If a holiday falls on a Saturday, Highway employees shall receive an additional day off within one year. The additional day shall be agreed upon by the employee and the Superintendent of Public Works.

d] If a holiday falls on a Saturday, Sanitation employees shall receive one days pay for the holiday with no subsequent day off for the holiday.

e] If an employee works on a holiday, designated in paragraph "a" of this article, which falls on a Saturday, he shall receive two times the hourly rate of his compensation.

f] If a holiday falls during an employee's vacation period, the employee shall be entitled to an additional vacation day or one (1) day's pay, at the discretion of the Superintendent of Public Works. This additional vacation day must be used within one (1) year.

ARTICLE 12

VACATIONS

a] The Village agrees to grant annually, all employees covered by this Agreement, a paid vacation period in accordance with the following schedule:

<u>Completed Years of Continuous Service</u> [not less than 165 days]	<u>Vacation Period</u>
1	1 week = 40 hours
2	2 weeks = 80 hours
5	3 weeks = 120 hours
6	3 weeks + 1 day = 128 hours
7	3 weeks + 2 days = 136 hours
8	3 weeks + 3 days = 144 hours
9	3 weeks + 4 days = 152 hours
10	4 weeks = 160 hours
*10 Sanitation only	4 weeks + 4 days = 192 hours

b] Eligibility for and computation of paid vacation periods shall be determined as of June 1st each year. Employees who have worked a minimum of one hundred sixty five (165) days shall be eligible for a paid vacation and said one hundred sixty five (165) days of work shall constitute one (1) year for the purposes of eligibility.

c] Employees who are entitled to earn vacation leave may accumulate unused vacation leave up to a maximum of thirty (30) days. All accumulated vacation leave not used by the employee at the time his employment with the Village terminates shall be compensated and paid to such employee by the Village at the base hourly rate of pay in effect for such employee at the time of termination provided that the employee has completed five (5) years of service. Employees hired after May 31st, 1998 may not accumulate unused vacation days.

d] For purposes of eligibility for vacation time under this article the following types of leave, when authorized, shall be counted in determining said eligibility: vacation leave, bereavement leave, employee organization leave, workmen's compensation leave, jury duty leave with or without pay, personal leave and sick or disability leave.

e] Assignment of vacation time off shall be made at the time desired by an employee to the extent practicable in the light of the needs of the department involved to provide the service it is charged to provide. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted to such employees who can be reasonably

spared, in order of seniority in Village service.

f] All requests for vacation leave periods of one (1) week, (40 hours), or longer, which fall on any date(s) between April 1st and August 31st, inclusive, shall be made in writing and filed with the Superintendent of Public Works at least thirty (30) days prior to the commencement date of such vacation leave period.

g] Employees who have been employed in regular service by the Village for a period of ten (10) or more years and who have accumulated their maximum vacation leave of thirty (30) days may exercise the following option:

For each week of vacation leave, (40 consecutive hours), up to a maximum of four (4) weeks, (160 hours), actually used and exercised by the employee in each fiscal year, such employee shall be entitled to be paid for a sixth (6th) vacation day at his then current daily wage rate, and for each such bonus day actually paid, one (1) day shall be deducted from the accumulated vacation time of the employee who exercises such option.

ARTICLE 13

LEAVE OF ABSENCE

a] Any absence without pay other than an absence during a period of disability or an authorized leave of absence shall be considered as a break in the continuous service or seniority of an employee.

b] An authorized leave of absence shall not constitute a break in the continuous service or seniority of an employee.

c] One (1) authorized representative of the CSEA shall be granted up to ten (10) days annually of employee organization leave. Such leave shall be without pay and may not be granted unless the CSEA provides the Village with five (5) days advance notice of the purpose and dates for which such leave is requested and the name and work station of the employee for whom such leave is requested. The granting of such leave shall be subject to the reasonable operating needs of the Village.

d] An authorized three (3) day bereavement leave of absence shall be granted in the event of a death in the employee's immediate family. Such leave shall be with pay. Additional bereavement days may be granted by the Superintendent of Public Works. The additional days will be deducted from accumulated sick leave.

[1] The immediate family of an employee for purposes of bereavement leave shall consist of husband, wife, son, daughter, mother, father, son-in-law, daughter-in-law, grandchild, brother, sister, mother-in-law, father-in-law or grandparents.

[2] Since the regular Village work week is Monday

through Friday, an employee will not be entitled to any regular or overtime pay if one of the three (3) days of the bereavement leave is a Saturday.

e] Three (3) personal leave days with pay shall be granted to an employee who has completed one (1) year of Village service. Such leave shall be granted annually on June 1st, and such leave shall be granted for any of the following reasons:

- 1] - Religious observance
- 2] - Death of a blood relative not included in the immediate family of the employee or defined in this Article.
- 3] - Personal, legal, business, household or family matters of an emergency nature not covered elsewhere in this Agreement.

Additional Personal Days may be granted by the Superintendent of Public Works and will be deducted from accumulated sick leave.

f] Personal Leave shall be granted provided the employee states the specific reason for such leave and the prior written approval of the Superintendent of Public Works is obtained. This notice will be submitted at least three (3) days prior to the requested leave time.

g] Personal Leave shall not be cumulative and if not used shall be cancelled one (1) year from the day it was granted.

h] Jury Duty - Upon proper advance notice, an employee may absent himself from duty without loss of pay or charge of leave up to a maximum of twenty (20) work days per year for time served as a juror. Unique jury duty assignments, (ie: Grand Jury), that may extend past the above allowable maximum will be resolved by the parties on an individual basis as they may arise. In all cases the employee must submit satisfactory proof of actual jury duty. Where an employee fails to provide satisfactory proof of actual time served on jury duty, the employee will be deemed to have taken an unauthorized leave of absence without pay.

Time absent from duty for jury duty which extends beyond twenty (20) days shall be considered an authorized leave of absence without pay provided the employee submits satisfactory proof of actual time served on jury duty.

i] Full pay will be granted by the Village to each employee summoned for jury duty.

ARTICLE 14

SICK LEAVE

a] Sick leave, with pay, shall be granted to employees who are unable to work due to illness or injury.

b] Sick leave is earned in the following manner:

- (1) - One (1) day (8 hours) for every month of the year for a total of twelve (12) days (96 hours) each year;

and

- (2) - Three (3) days (24 hours) are automatically credited to each employee on June 1st each year. (Total number of accumulated sick leave hours per year is one hundred twenty, (120))

c] Employees who are entitled to earn sick leave may accumulate such unused leave up to a maximum total of ninety (90) days (720 hours).

d] An employee shall be entitled to be paid for accumulated sick leave, at his basic hourly rate, when his employment with the Village ceases, provided that:

- (1) The employee was not discharged for cause; and
- (2) He has completed five (5) years of service with the Village.

e] An employee hired after May 31st, 1998 shall be paid at fifty (50%) per cent of his basic hourly rate.

f] Accumulated sick leave will be paid to the estate of a deceased employee.

g] Sick leave may not be used to obtain pay for a Saturday.

h] An employee absent for three (3) or more consecutive work days because of illness or injury may be required to submit a physician's report explaining the illness or injury.

i] When an employee has requested use of sick leave and refuses to submit himself to a physician, selected by the Village for examination for the purpose of verifying his illness or injury, such employee shall be deemed ineligible for sick leave.

j] Employees who become ill or injured shall notify the Village before their next scheduled tour of duty, except in cases of extreme emergency. Failure to notify the Village of such absence before the employee's next scheduled tour may render the employee ineligible for sick leave.

k] For purposes of eligibility for sick leave under this Article the following types of leave, when authorized, shall be counted in determining said eligibility: Vacation leave, bereavement leave, employee organization leave, workmen's compensation leave, jury duty - with or without pay, personal leave and sick or disability leave.

ARTICLE 16

WORK SCHEDULE AND RULES

a] Each and every employee, shall be scheduled in each payroll week, to work four (4) day or five (5) day tours.

b] A tour of duty in each section shall be as follows:

(1) Highway - Ten (10) hours per day with a half hour meal period for a total of ten and one half (10 1/2) hours per day for a tour of four (4) days*.

(1-A) Paragraph 1 above includes the following classifications: Mechanic, Groundskeeper, Maintainer, MEO - Highway and Laborer - Highway

(2) Sanitation - Eight (8) hours per day with a half hour meal period for a total of eight and one half (8 1/2) hours per day, or end of task, for a tour of five (5) days.

(2-A) Paragraph 2 above includes the following classifications: MEO - Sanitation, Laborer - Sanitation, Senior MEO, DPW Foreman and Security Aide

* This work schedule is in effect for as long as the "Four Day Work Week" remains in full force and effect.

c] Meal periods shall be taken at a time designated by the Village near the midpoint of a tour.

d] The starting time for a tour shall be between 5:00 a.m. and 9:00 a.m. The Village may change the starting time of a tour by giving notice of such change to the employees involved.

e] Work Rules - A set of work rules shall be maintained by the Village and a copy thereof is annexed hereto and labeled "Appendix A".

ARTICLE 17

OVERTIME - SUNDAY & HOLIDAY COMPENSATION

a] Time worked before and after an employee's regular daily tour shall be considered overtime and shall be paid for at the rate of one and one half (1 1/2) times the hourly rate.

b] Non-scheduled day - All time worked within a day or part of a day during which the employee was not scheduled to work and within the employee's regular tour of duty shall be paid at the rate of one and one half (1 1/2) times the hourly rate.

c] All time worked on a Sunday or a Holiday shall be paid for at two (2) times the hourly rate.

d] When an employee is required to report for overtime work on a non-scheduled day or overtime hours which in either instance is not continuous with a scheduled tour, the

minimum pay for such work shall be one half (1/2) day's pay at his basic hourly rate. Where such overtime is continuous with a regular tour, the actual overtime hours will be paid at time and one half (1 1/2) of his basic hourly rate.

e]

1- Declaration of Emergency - Whenever the Superintendent of Public of Public Works and/or his designated representative declares an "Emergency" work status, overtime is mandatory, [snow, ice, hurricane, acts of God, etc].

2- Once an employee works past the end of his first regularly scheduled daily tour he shall be considered on overtime from that point on until the emergency condition is declared over, regardless of work assignment. Sections (b) and (c) above will apply for emergencies that fall on an employees non-scheduled day, Sunday or on a Holiday.

3- Operational requirements permitting, when employees are required to work twenty four (24) consecutive hours or more, paid respite time may be assigned to those employees at the discretion of the Superintendent of Public Works and/or his designated representative.

ARTICLE 18

PROTECTION OF EMPLOYEES

a] An employee appointed from the Civil Service List will be subject to "Section 75" of the Civil Service Law.

An employee in a non-competitive class, after one (1) year of service, shall be subject to "Section 75" of the Civil Service Law.

b] An employee who has served in the Armed Forces of the United States shall be entitled to Veterans' Credits as provided under the law.

c] It shall be the policy of the Village that every consideration be given to the health and safety of the employees in the performance of their duties, that every reasonable effort will be made to provide safe working conditions and to investigate every unsafe condition brought to its attention.

d] It shall be the policy of the Village to make every effort to operate each sanitation truck with a normal crew of three (3) men.

ARTICLE 19

INSURANCE

a] Health Insurance - The Village agrees to pay the full cost, including any increase during the life of this Agreement, of the New York State Health Insurance Program provided each employee applies for such and is accepted.

(1) Cash Payment In Lieu Of Coverage - Full-time permanent employees of the Village, who are otherwise qualified and entitled to health insurance coverage may elect, at their option, to individually forego or terminate such coverage in full and in lieu thereof, receive an annual cash payment, paid in monthly installments.

Payments of the cash option to an employee electing the same, shall not constitute an increase to that employee's base wage for any computational or other purposes under this Agreement. Further, it is understood that this shall not constitute or be deemed a waiver by the employee of any applicable disability benefits insurance or workers compensation insurance coverage.

In order to qualify for the cash payment option an employee must file a sworn statement/certification requesting the same with the Superintendent of Public Works, who shall record the same in the personnel records of such employee. Such statement/certification shall include information, including but not limited to, the certification by such employee that he is currently enrolled in a separate insurance plan, either as the primary insured or as the spouse, child or other dependent of another party.

Employees shall be entitled to switch over from coverage to cash payments or back again from payments to coverage not more than once every six (6) months; provided, however, that under documented circumstances, where the foregoing prohibition would result in an employee's failing to be covered under any health insurance plan or program whatsoever for a period of more than thirty (30) days, the Superintendent of Public Works may, in his discretion, suspend such prohibition in a given case and permit the affected employee to restore his insurance benefits without further regard to the limitations of this paragraph.

(2) Health insurance benefits will be continued into retirement for any employee and his spouse who qualifies for retirement in accordance with the provisions of the State of New York Employee's Retirement System during the life of this Agreement.

b] Pension Benefit - The Village agrees to pay the full cost of the Non-Contributory Career Plan of the State of New York Employees Retirement System (Plan 75G)

c] Dental and Optical Plans - The Village agrees, on and after June 1st, 1994, to pay the full cost, including any increases, additional premiums, etc, during the period of this Agreement, of the CSEA Employee Benefit Fund Dental Plan, ("HORIZON") and Optical Plan, ("SILVER - 12") currently in force and effect on June 1, 1994, covering its regular employees under this Agreement. Copies of said plans as so constituted are incorporated herein by reference, and are set forth as exhibits annexed to this Agreement.

d] Disability Benefits - The Village shall provide disability benefits insurance, as enumerated in the

"Disability Benefits Law", at no cost to the members of the bargaining unit as follows:

July 1st, 1994 thru May 31st, 1996
Option # 1 -> \$250 per week for 26 weeks

June 1st, 1996 thru May 31st, 1998
Option # 2 -> \$350 per week for 26 weeks

e] Job Related Injuries -

(1) Should an employee become injured in the performance of his duties on or off Village property, notification should be immediately given to the Superintendent of Public Works or his designated representative.

(2) If a job related injury occurs, employees should make every effort to apply for Workmen's Compensation benefits since this is the proper remedy for compensation for such an injury. However, employees may use their accumulated sick days while out of work because of job related injuries.

(3) Reimbursement through Workmen's Compensation Insurance will be initiated by the Village. If an employee decides to apply for such benefits and not use accumulated sick days, he will receive those benefits in full. If an employee uses accumulated sick days while recuperating from injuries sustained, any amounts received from Workmen's Compensation Insurance will be credited to him as sick days on the basis of his daily wage at the time of such injury.

ARTICLE 20

LONGEVITY

a] The employees shall be entitled to longevity as follows:

Five (5) years of service	-	\$500.00
Ten (10) years of service	-	\$500.00
Fifteen (15) years of service	-	\$500.00
Twenty (20) years of service	-	\$750.00
Twenty five (25) years of service	-	\$750.00

b] If the employee's anniversary falls within a year of the contract, his anniversary shall be considered as having begun on June 1st of that year.

c] Longevity increases will be added to the employee's regular base salary.

ARTICLE 21

EMPLOYEE ORGANIZATION RIGHTS

a] BULLETIN BOARDS

(1) The Village shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and materials issued by the CSEA or its appropriate chapter. No such material shall be posted which is profane, obscene or defamatory of the Village or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

(2) The number and location of bulletin boards as well as arrangements with reference to placing material thereon and removing material therefrom shall be subject to mutual understandings at the departmental level, provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the Village. Any such removal may be contested pursuant to the contract grievance procedure provided for herein.

b] MEETINGS

The CSEA agrees that it will not schedule, call or otherwise cause a meeting, election or any similar function, official or otherwise, of its members that will interfere with normal Village operations. The Village agrees that it will not alter, reschedule or otherwise change its normal operation or to schedule overtime for a certain time and date that has been previously scheduled for a CSEA meeting, election or other function. In the event of an emergency, the Mayor may unilaterally alter, change, reschedule or otherwise modify Village operations despite any rescheduled CSEA meeting, election or other function.

c] PAYROLL DEDUCTIONS

The Village agrees to make regular weekly deductions of CSEA dues and/or life insurance premiums of any employee who has voluntarily assigned so much of his wages as may be necessary to meet his union dues and/or life insurance premiums and has authorized the Village to pay such amounts to the Treasurer of the CSEA and/or the designated life insurance company. The Village further agrees to pay over the appropriate amounts to the Treasurer of the CSEA and/or the designated insurance company.

All such assignments of dues and/or life insurance premiums to be deducted by the Village shall be determined by the CSEA and communicated in writing, by the CSEA, to the Village.

The CSEA and all employees who authorize the aforementioned deductions agree to indemnify and hold harmless the Village from all claims, damages, costs, fees

or charges of any kind that may arise due to the Village's deducting and paying over the aforementioned monies

d] AGENCY SHOP

The "Agency Shop" provisions under the Taylor Law shall apply to all employees of the Village covered under this Agreement

ARTICLE 22

PROMOTIONS

a] It shall be the policy of the Village in promotions to take into consideration as an important factor the seniority of qualified employees. However, this Article shall not be construed to mean that the Village is required or obligated to promote the senior employee, and, the parties agree that the Village has the absolute right to promote a less senior employee or, where the Village deems proper, hire from outside the Village work force.

b] Where a new job title is created in areas covered by this Agreement, the Village and the CSEA will discuss and determine all terms and conditions of employment in the new position.

c] A job posting procedure will be established so that present employees may apply for other jobs within the Village.

d] Officers of the CSEA will be credited with maximum seniority of the unit while in office.

ARTICLE 23

NO DISCRIMINATION

a] The CSEA agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, sex, national origin, handicap, age or disability.

b] The Village agrees to continue its long established policy of providing all terms and conditions of employment to its employees without regard to race, color, sex, national origin, handicap, age, disability or the proper exercise by an employee of his rights under the Public Employees' Fair Employment Act.

ARTICLE 24

SANITATION WORK ON SATURDAYS

a] In the event that the incinerator and landfill is permanently closed on Saturdays, the Village agrees to establish a joint "CSEA/Village Study Committee" within thirty (30) days of such a closing. This committee shall be

comprised of an equal number of Village representatives, appointed by the Mayor, and CSEA representatives. The total number of Study Committee members shall not exceed eight (8).

b] The purpose of this committee shall be to hold discussions whereby the impact of the closing of the incinerator and landfill, upon the wages, hours and other terms and conditions of employment of Sanitation employees, may be evaluated. At the conclusion of its discussions, the committee shall report its findings and proposals, if any, to the Village. Specific subjects to be studied by this committee shall be limited to matters directly related to the closing of the incinerator and landfill on Saturdays.

c] Nothing contained in this Article shall be deemed as a right to reopen negotiations between the parties; and any findings, recommendations or other similar actions this committee undertakes shall be deemed advisory only and this Article shall be construed consistently with the free exercise of rights reserved to the Village by the "Management Rights" Article of this Agreement, (Article 6).

ARTICLE 25

WAGE SCHEDULES

a] All newly hired regular employees and probationary employees shall be assigned, on and after June 1, 1994, to the Highway Section of the Department of Public Works for the purposes of determining starting salaries. The starting salaries for new employees hired on or after such date shall be eighteen thousand (\$18,000.00) dollars annually. An increase of five hundred (\$500.00) dollars will be given upon satisfactory completion of the six (6) month probationary period. A final five hundred (\$500.00) dollars increase will be given upon completion of one (1) year of employment. These increases for new employees will be in addition to any contractual increases.

b] Each employee covered by this agreement shall receive wage adjustment increases as follows:

June 1st, 1994 - 2%

June 1st, 1995 - 2.5%

June 1st, 1996 - 3.5%

June 1st, 1997 - 4%

c] Since these annual increases will be added to each employees wages as of June 1 each year, only those employees actually in service of the Village on June 1 will receive the increase. In the case of those employed after June 1,

the next increase will be added on June 1 of the next fiscal year following employment.

d] The annual wage scale projected for the life of the Agreement for each employee employed by the Village on June 1, 1994 is set forth in Appendix "B" - Wage Schedule, [filed in the central offices of both parties].

ARTICLE 25A

MEO CLASSIFICATIONS AND WAGE ADJUSTMENTS

a] For the purposes of this Agreement generally, and for purposes of this Article specifically, all Village employees covered under the terms of this Agreement are hereby required to be qualified to be classified as to MEO, (Motor Equipment Operator), status.

b] CLASS "A" STATUS: All current Village employees, hired prior to June 1, 1983, and having continuous service to and through the effective date of this Agreement, (hereafter called "the threshold date"), who were permanently appointed to the title MEO by the Village Board prior to June 1, 1983.

CLASS "B" STATUS: All current Village employees, hired prior to June 1, 1983, and having continuous service to and through the threshold date, who were permanently appointed to the title of MEO by the Village Board on or after January 1, 1985 and prior to the threshold date.

CLASS "C" STATUS: All current Village employees, hired prior to the threshold date, and who were never permanently appointed to the title of MEO by the Village Board prior to such threshold date.

CLASS "D" STATUS: All Village employees hired or rehired on or after the threshold date, regardless of any prior service, title, classification or status with the Village, State of New York, or any political subdivision or other legal entity subject to the Civil Service Law, prior to such threshold date.

c] Any Village employee classified hereunder as having Class status "A" shall receive no wage or salary increase or adjustment during the tenure of this Agreement with respect to his prior appointment as an MEO, and no term or provision of this Agreement shall be construed as to any such employee as having retroactive adjustment previously granted under any prior collective bargaining agreement between the Village and the CSEA

d] Any Village employee classified hereunder as having Class status "C", who is deemed qualified and hereafter appointed by the Board to the permanent title of MEO, shall receive on account of such appointment an annualized increase to his then current base annual wage/salary, equal to two hundred thirty four (\$234.00) dollars; said wage/salary increase shall become effective and will be paid

to such employee at the weekly rate of four dollars fifty cents (\$4.50), on and after the effective date of his appointment to such title. No provision of this or any other Article, paragraph or subdivision of this Agreement shall be in any way construed as mandating or requiring the appointment to such title of any Class status "C" employee otherwise deemed qualified for such appointment, the determination of such qualification and the selection and appointment of such employees being exclusively reserved to the discretion and consideration of the Board of Trustees under Article 6 of this Agreement

e] Any Village employee classified hereunder as having Class status "D", who is subsequently determined to be qualified and hereafter permanently appointed by the Board to the title of MEO in accordance with the provisions of Article 8 of this Agreement, shall receive no wage or salary increase or adjustment of any kind on account of, or with respect to, such permanent appointment, it being understood and agreed that any such increase has otherwise already been fully and completely negotiated into, and forms a part of, the schedule of starting salaries set forth in the preceding Article 25 which are effective during the life and tenure of this Agreement

f]

(1) The regular Village employees classified hereunder as having Class status "B" are hereby acknowledged to have been the subjects of a grievance between the Village and the CSEA relating to their appointments as MEO's, and the wage adjustments calculated by the Village to be due them on account of such appointment under the terms of the collective bargaining agreement which expired May 31st, 1986, which said grievance has not been resolved prior to this Agreement. In order to rectify such dispute to the satisfaction of the parties, it is hereby agreed that the terms and provisions of this paragraph "f" shall be deemed and constituted as a full and binding settlement of all issues, claims and other factors of every nature and kind pertaining to such appointments, the wage adjustments due thereon and the grievance thereof, subject to the specific and absolutely binding condition that this paragraph, and the accord and satisfaction provided herein, shall in no way constitute or be deemed a precedent or past practice in any manner or to any degree with respect to any other matter heretofore or hereafter the subject of any grievance, claim, dispute or negotiation by or between the Village and the CSEA.

(2) Said Village employees classified under status "B" of this Article shall be deemed permanently appointed to the title of MEO as, of and from the threshold date of this Agreement. A status "B" employee shall receive an annualized increase to his then current base annual wage/salary equal to two hundred thirty four (\$234.00) dollars per annum, or

four dollars fifty cents (\$4.50) per week, on account of his appointment to such title, plus an annualized incremental raise to such base annual wage/salary equal to an additional one hundred fifty six (\$156.00) dollars per annum, or three (\$3.00) per week, on account of the settlement provided herein; said total annual increase amounting to three hundred ninety (\$390.00) dollars or seven dollars fifty cents (\$7.50) per week, to become effective and to be paid to such employee, on or after the threshold date.

ARTICLE 26

CONCLUSION OF COLLECTIVE BARGAINING NEGOTIATIONS

a] This Agreement is the entire Agreement between the Village and the CSEA and terminates all prior agreements and understandings and concludes all collective bargaining negotiations during its term. During the term of this Agreement neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

b] All "Letters of Agreement" herein listed are to be attached to and considered part of this Agreement:

(1) Letter of Agreement (undated) but signed in conjunction with the Agreement in effect from June 1, 1986 through May 31, 1989, (re: Sick leave "cap", MEO differential settlement, Consolidation of Sanitation and Highway Departments into a Department of Public Works, Four day work week cancellation, and holiday exchanges).

(2) Letter of Agreement dated November 7th, 1986, (re: Remedy and amendment of contract terms).

(3) Letters' of Agreement dated March 22nd, 1988 and amended June 1st, 1990, (re: Senior MEO classification).

(4) Letter of Agreement dated May 9th, 1991, (re: New hire salary rate and employee accrual "cash out")

(5) Letter of Agreement dated January 29th, 1992, (re: Creation of the Senior MEO - Foreman "G" position)

(6) Letter of Agreement dated April 9th, 1993, (re: Creation of Assistant Superintendent position)

ARTICLE 27

SEVERABILITY

a] In the event that any Article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or in violation of any applicable statute, rule or regulation, then such specific Article, section or portion so affected shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

b] The Village and the CSEA will renegotiate any portion of this Agreement that shall be so found to be violative.

ARTICLE 28

APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on June 1st, 1990:

INCORPORATED VILLAGE
OF NEW HYDE PARK

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

APPENDIX - A - WORK RULES

The following work rules shall be in force during the tenure of this Agreement:

(1) Effective at such time when the Village can properly advise it's residents, prepare and initiate new refuse collection schedules and recyclable collection schedules and upgrade the equipment accordingly the sanitation section of the Department of Public Works will be increased from six (6) employees to nine (9) employees. It is understood that all employees in the sanitation section will observe a work schedule of eight (8) hours per day with a half hour meal period for a total of eight and one half (8 1/2) hours per day or end of task, (three (3) truck operation). It is further understood that the six day refuse/recyclable pick up remains in effect, (Saturday being a scheduled overtime day).

It is agreed that the sanitation section employees will be responsible for the entire recyclable collection and bulk pick up operation. There will be no maximum limit to the number of different recyclables that will be handled, however, the Village will not require amounts in excess of what is reasonable and customary for the size of the D.P.W. crews and equipment. > EXAMPLE: MONDAY - Refuse Collection; TUESDAY - Refuse Collection; WEDNESDAY - Recyclable Collection; THURSDAY - Recyclable Collection; FRIDAY - Refuse Collection; SATURDAY - Refuse Collection <

Further, at the conclusion of their regularly scheduled refuse collection or recyclable collection assignment a crew of three (3) sanitation section employees selected from the nine (9) sanitation section employees on a workday that the "bulk pick up operation" is in effect will complete the entire bulk pick up operation for that workday before satisfying the "end of task" requirement and subsequent release from work. Each sanitation section employee assigned to the bulk pick up operation will receive two (2) hours at the time and one half (1 1/2) rate of pay for each day that he is assigned to that duty.

Either party may request a "review" meeting(s) to discuss the recyclable collection operation and/or the roll off operation during the life of the Agreement. A "review" meeting will be convened within ten (10) working days from said request.

(2) When a substitution is made for a sanitation section employee that substitute will work the same number of hours as the sanitation section employee, (ie: Highway section employee will work until 2:00 p.m. if the sanitation section employees finish work at 12:00 noon)

(3) If a sanitation section employee calls in sick within less than twenty four (24) hours notice, there will be no addition to supplement the three man work force manning garbage trucks, however, there will be a minimum of eight (8) employees on sanitation work.

(4) Highway section employees will work on Election Day at the regular rate of pay and will be compensated by substituting the day after Thanksgiving as a holiday. Any work performed on that Friday will be compensated as a premium day.

(5) Employees shall be called in during emergencies according to seniority on a rotating basis. If an employee refuses to work during the emergency, he will be placed at the bottom of the list for the next overtime.

(6) Village equipment will be operated by qualified MEOs only. However, should the need arise, Laborers may be assigned to operate this equipment at the discretion of the Superintendent of Public Works. All employees will be given on-the-job training, on and after June 1, 1983, to achieve the classification of MEO and to attain a Class 3 New York State drivers license. In order to successfully complete the probationary period it shall be mandatory that all employees have a valid Class 3 license. Further, it shall also be mandatory that an employee have a valid Class 3 license in order to be classified and continue as an MEO.

(7) Two (2) men shall be assigned to vehicles used for snow plowing. No Village Official, Superintendent or Mechanic will operate this equipment under any circumstances. The Superintendent of Public Works shall not perform any tasks routinely assigned or properly the responsibility of bargaining unit employees. The Mechanic may be called upon to act as an assistant driver.

(8) During an emergency sanitation section employees may be utilized to assist highway section employees by seniority, but all overtime work shall be distributed to employees in their respective sections before granting it to others.

(9) All employees shall receive five (5) sets of work clothes. One (1) set of rubber boots and rain gear will be supplied upon employment, and rubber gloves and work gloves will be provided and replaced as needed.

(10) The Superintendent will offer Saturday work to those sanitation section employees leaving on vacation.

(11) A working supervisor shall be appointed by the

Village Board to supervise D.P.W. personnel. A minimum of twenty five (\$25.00) dollars per week will be added to the regular salary of the supervisor during his tenure.

(12) Sanitation trucks, (closed body), will be used for garbage collection only. Removal of garbage and rubbish from Jericho Turnpike locations shall be completed by 8:00 a.m. on scheduled pick up days.

(13) Upon completion of twelve (12) consecutive clock hours of work, an employee shall be granted a one half (1/2) hour meal allowance break. In the event such break shall otherwise become due at the end of a twelve (12) hour shift which ends at such time, then such employee will receive one half (1/2) hour overtime pay in lieu thereof.

(14) At their option, an employee will be entitled to receive a separate additional check in payment for additional overtime hours accumulated after eight (8) hours of overtime in any single work period.

(15) Effective September 30th, 1990 employees of the Department of Public Works will be paid weekly. Effective October 10th, 1990 pay day will be Wednesday of each week.

(16) With the exception of an emergency, any and all work orders, direction, assignments, etc to the DPW employees will be issued by the Superintendent of Public Works or a representative he so designates only.

During an emergency, if the Superintendent and/or his designated representative are not readily available, then the Mayor and/or the Board of Trustees will assume their duties until such time as they become available.

(17) Employee lay offs will be made in the inverse order of Village service seniority. Employees will be kept on a recall list for twenty four (24) months, and the most senior qualified laid off employee will be recalled first, etc. Refusal to answer a recall notice will disqualify a laid off employee from any further recall consideration. Laid off employees seniority and pay rate will be frozen at the time they are placed on the recall list, and continue where they left off upon successful recall. In no event will a laid off employee's seniority continue or his payrate advance while he is on recall status. Laid off employees will have any benefits for which they are eligible cashed out at the time of their lay off. The Superintendent of Public Works will meet with a Unit CSEA representative for the express purpose of discussion concerning any pending lay off problem areas, including but not limited to employees who may be deemed as not eligible for recall.